whatever condition it might will upon those who desired to contract to furnish labor for the city, a subdivision of the state, for which no one had an absolute right to perform labor. It would seem that the principal case is based upon logically sound legal principles.

CONSTITUTIONAL LAW—INTERSTATE COMMERCE—DUE PROCESS—"FULL CREW" ACT.—The Act of June 19, 1911, Pa. P. L. 1053, commonly known as the "Full Crew Act", provided for the management of trains requiring the crews to be composed of a certain number. The appellants filed a bill to enjoin the appellees, the Pennsylvania State Railroad Commission, from enforcing this act on the ground that it was unconstitutional and void, in that property would be taken without due process of law, a compliance with the act would necessarily result in a great expenditure of money, and also because it constituted an interference with interstate commerce. *Held,* that the act was constitutional. *Pennsylvania Railroad Co.* v. *Ewing et al.* (Pa. 1913) 88 Atl. 775.

The decision in the principal case that the act is within the police power of the State and not an interference with interstate commerce is in harmony with the holdings of the United States Supreme Court; *N. Y., N. H., & H. R. Co.* v. *N. Y.*, 165 U. S. 628, 17 Sup. Ct. 418, 41 L. Ed. 853, forbidding the heating of cars by stoves; *Smith* v. *Alabama,* 124 U. S. 465, 8 Sup. Ct. 564, 31 L. Ed. 508; *Nashville, C. & St. L. R. Co.* v. *Alabama,* 128 U. S. 96, 9 Sup. Ct. 28, 32 L. Ed. 352, requiring examination of engineers; and *Chic., R. I. & Pac. R. Co.* v. *Arkansas,* 219 U. S. 453, 31 Sup. Ct. 275, 55 L. Ed. 290, which sustained a "full crew" act; and *Pitts., Cin., Chic. & St. L. Ry. Co.* v. *Indiana,* 223 U. S. 713, upholding, without opinion, a like statute of Indiana. That uncompensated obedience to laws passed in the valid exercise of police power is not a taking of property without due process of law, as held in the principal case, was decided by *New Orleans Gaslight Co.,* v. *Drainage Commission,* 197 U. S. 453, 25 Sup. Ct. 471, 49 L. Ed. 831; *Chic. B. & Q. R. R.* v. *Chicago,* 166 U. S. 226, 17 Sup. Ct. 581, 41 L. Ed. 979; *Detroit, Ft. W. & B. O. Ry. Co.* v. *Osborn,* 189 U. S. 383, 23 Sup. Ct. 540, 47 L. Ed. 860; *N. Pac. Ry. Co.* v. *Minn. ex rel. Dutulh,* 208 U. S. 583, 28 Sup. Ct. 341, 52 L. Ed. 630. The charge is sometimes made that the courts have often in the past usurped the function of the legislature and declared invalid an exercise of police power because of unreasonableness and inexpediency in a particular case. Yet in the principal case, though the appellant clearly showed that large expenditures would be necessary to comply with an act of very doubtful efficacy, the court (although other courts have been led astray by far weaker arguments) did not deviate from the sound constitutional doctrine that the question of expediency is for the legislature. COOLEY, CONST. LIM., c. 7, § 4 (6th Ed. 1890, pp. 197-201); *Jacobson* v. *Mass.,* 197 U. S. 11, 25 Sup. Ct. 358, 49 L. Ed. 643, 3 Ann. Cas. 765; *McLean* v. *Arkansas,* 211 U. S. 539, 29 Sup. Ct. 206, 53 L. Ed. 315.

CORPORATIONS—DISSOLUTION ON SUIT OF A MINORITY STOCKHOLDER.—Plaintiff, a minority stockholder of the defendant corporation, brought suit to have the corporation dissolved on the ground that circumstances had

arisen which rendered it impossible for the corporation to perform the purpose for which it was organized. *Held,* that on proof of facts which show clearly that it will be impossible for the corporation to carry out the purpose for which it was created, a court of equity will dissolve it and distribute its assets among those entitled thereto. *Decatur Land Co. et al* v. *Robinson,* (Ala. 1913) 63 So. 522.

The general rule is that a court of equity has no jurisdiction to dissolve a corporation and distribute its assets on the application of a stockholder, *Wheeler* v. *Pullman Iron etc., Co.,* 143 Ill. 197, 32 N. E. 420, and the reason given is that the corporation has the right to manage its own property according to its own judgment which is evidenced by the judgment of its directors, but this reason does not apply where the directors act illegally or fraudulently or otherwise outside the scope of their employment, *Manufacturers' Land and Improvement Co.* v. *Cleary,* 28 Ky. Law Rep. 359, 89 S. W. 248; *Heitkamp* v. *American Pigment & Chemical Co.,* 158 Ill. App. 587. The important point is whether it applies where it is impossible for the corporation to perform the functions for which it was organized. Mere non-user alone will not dissolve and is not grounds for dissolution, MARSHALL, CORPORATIONS, § 157; *Boston Glass Manufactory* v. *Langdon,* 24 Pick. (Mass.) 49, 35 Am. Dec. 292., and it was held in *Kinclad* v. *Dwinelle,* 59 N. Y. 548, that a corporation is not ipso facto dissolved by an injunction restraining it from the exercise of its corporate franchises; nor is it dissolved by other facts arising which render it unable to continue the business for which it was created, *Sleeper* v. *Goodwin,* 67 Wis. 577; but in *Rex* v. *Passmore,* 3 Term R. 245, it was said that "Whenever a corporation is reduced to such a state as to be incapable of acting or continuing itself, it is dissolved"; and it was held in *Moore* v. *Whitcomb,* 48 Mo. 543, that if a corporation suffers acts to be done which have the effect of destroying the end and object for which it was created, it is equivalent to a surrender of its right to exist. But whether or not the corporation is dissolved ipso facto, the courts seem to hold with the principal case that such facts are grounds for dissolution and distribution on a suit by a minority stockholder, *Ross* v. *American Co.,* 155 Ala. 258, 43 So. 817; *Minona Co.* v. *Reese,* 167 Ala. 485, 52 So. 523; *Schmidt* v. *Huntington,* 1 Cal. 55; *Reinhardt* v. *Tel. Co.,* 71 N. J. Eq. 70; *Stevens* v. *Empire Casualty Co.,* 180 Fed. 283; *Parr* v. *Coal Co.* (W. Va. 1913) 77 S. E. 894.

CORPORATIONS—SYNDICATE AGREEMENTS—CONSTRUCTIVE FRAUD AS AFFECTING THE RIGHTS OF SUBSCRIBERS.—Defendant Edenborn was one of the managing officers of a syndicate organized to take over the United States Iron Company and to buy other property. The corporation was reorganized, the property purchased, and the stock issued, when the plaintiff, one of the subscribers to whom stock had been issued, discovering that the defendant had a personal interest in the property purchased, tendered to him the stock received in the reorganized company and sued to recover the purchase price. *Held,* the contract having been fully executed, there remained no right in the individual subscriber to rescind, but such right must be worked